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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**UNITED AFRICAN-ASIAN  
ABILITIES CLUB, ON BEHALF  
OF ITSELF AND ITS  
MEMBERS; ANNA MARIE  
WIGGINS, An Individual, ON  
BEHALF OF ROBERT AARON  
MCKISSICK**

### **Plaintiffs.**

v.

**1500 GRAMERCY PL LLC;  
GRAMERCY DEAL LLC; AND  
DOES 1 THROUGH 10, Inclusive**

## Defendants.

Case No:

## **COMPLAINT**

## **DISCRIMINATORY PRACTICES**

**[US Fair Housing Act of 1988 [42 U.S.C. §§ 3600 et seq., §3604(c), §3604(f)(1-3), et seq.; CA Government Code 12925, 12927, 12955; CA Civil Code §§ 51, 52, 54.3**

## DEMAND FOR JURY TRIAL

## INTRODUCTION

1. Plaintiffs make the following allegations in this civil rights action:

#### JURISDICTION AND VENUE

2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601, 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants' apartment property consist of four (4) or more residential units), and 42 U.S.C. § 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this

1 United States District Court for the Central District of California pursuant to 28  
2 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said  
3 Judicial District.

4 **SUPPLEMENTAL JURISDICTION**

5 3. This United States District Court for the Central District of California has  
6 supplemental jurisdiction over the California state claims as alleged in this  
7 Complaint pursuant to 28 U.S.C. § 1367(a).

8 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

9 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff  
10 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its  
11 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual  
12 Plaintiff Anna Marie Wiggins and Robert Aaron Mckissick (hereinafter referred to as  
13 "Wiggins" or the "named Individual Plaintiff". The Plaintiff Club and Plaintiff  
14 Wiggins are sometimes collectively referred to as the "named Plaintiffs" or  
15 "Plaintiffs".

16 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in  
17 good standing as a Nevada corporation. The named individual Plaintiff Wiggins is a  
18 member of the Plaintiff Club organization.

19 6. Plaintiffs are informed, believe, and thereon allege that named Defendants 1500  
20 GRAMERCY PL LLC and GRAMERCY DEAL LLC are the operators of the  
21 apartment rental business known as Gramercy Place located at 1500 S Gramercy  
22 Place Los Angeles, CA 90019. Plaintiffs are informed, believe, and thereon allege  
23 that Defendants 1500 GRAMERCY PL LLC and GRAMERCY DEAL LLC are the  
24 owners, operators, and/or lessors of the real property located at 1500 S Gramercy  
25 Place Los Angeles, CA 90019 (hereinafter referred to as the "Property").

26 7. Defendants 1500 GRAMERCY PL LLC and GRAMERCY DEAL LLC are,

1 and at all times mentioned herein were, a business or corporation or franchise,  
2 organized and existing and/or doing business under the laws of the State of  
3 California. Defendants Does 1 through 10, were at all times relevant herein  
4 subsidiaries, employers, employees, and/or agents of the named Defendants.  
5

### **CONCISE SET OF FACTS**

6 8. The named Individual Plaintiff Wiggins is the sister of Robert Aaron  
7 McKissick who has cerebral palsy, uses a wheelchair for mobility, is unable to walk  
8 any distance, and he also has severe speech and vision disabilities. McKissick is  
9 totally dependent on Plaintiff Wiggins due to his disabilities. Plaintiff Wiggins and  
10 McKissick are also members of the Plaintiff Club. The individual Plaintiff Wiggins  
11 intended to go the Defendant's Property to access Defendants' rental services.  
12 Plaintiff Wiggins has actual knowledge of the overt and obvious physical and  
13 communication barriers at Defendants' Property. Plaintiff Wiggins determined that  
14 the open and obvious physical barriers that exist at Defendants' Property directly  
15 related to her brother's disabilities, and that it would be impossible or extremely  
16 difficult for them to physically access Defendants' on-site rental services. See ¶¶ 25.  
17 Plaintiff Wiggins had knowledge and determined that it would be futile gesture for  
18 her to go to the Property. Plaintiff Wiggins had knowledge of access barriers at the  
19 Property and determined that it would be futile gesture for her to go to the Property  
20 on the date that she had intended. The named Individual Plaintiff Wiggins was  
21 deterred by her actual knowledge of the physical and communication barriers that  
22 exist at Defendants' Property and also Defendants' website communication barriers.  
23 As used herein, website means any internet website where Defendants control the  
24 content. Exhibit B states the websites controlled by Defendants. Plaintiff Wiggins  
25 also attempted to access Defendants' rental services on Defendants websites but  
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1 experienced great difficulty due to Defendants' failure to provide accessible website  
2 features.

3 9. The named Individual Plaintiff Wiggins attempted to use Defendants' website to  
4 access Defendants' online rental services. The named Individual Plaintiff Wiggins  
5 could not determine from Defendants' website content whether Defendants' rental  
6 services at the property or off the property, and common areas at the property were  
7 physically accessible to her with her brother McKissick. The named Individual  
8 Plaintiff Wiggins requested that Plaintiff Club assist him to obtain information  
9 regarding the physical accessibility of Defendants' rental services both at the  
10 property and elsewhere. In response to the named Individual Plaintiff's request,  
11 Plaintiff Club sent one of its members to Defendants' property where it offers rental  
12 services. The named Individual Plaintiff Wiggins personally reviewed all the  
13 information and photographs of Defendants' property. As a result, the named  
14 Individual Plaintiff has actual knowledge of the overt and obvious physical and  
15 communication barriers at Defendants' Property with respect to Defendants' rental  
16 services. The named Individual Plaintiff Wiggins determined that the open and  
17 obvious physical barriers that exist at Defendants' Property directly related to  
18 McKissick's disabilities, and that it would be impossible or extremely difficult for  
19 him to physically access Defendants' on-site rental services. See ¶¶ 25. The named  
20 Individual Plaintiff Wiggins had actual knowledge and determined that it would be  
21 futile gesture for her to go to the Property on the date that she had intended. The  
22 named Individual Plaintiff Wiggins was deterred by her actual knowledge of the  
23 physical and communication barriers that exist at Defendants' Property and website.  
24 The named Individual Plaintiff made a written request to Defendants' for an  
25 accommodation to have equal access to Defendants' rental services and to eliminate  
26 the communication and physical barriers to Defendants' rental services, both online  
27

1 and at the property. At the end of this action, the named Individual Plaintiff  
2 Wiggins intends to return to Defendants' website and property location to obtain  
3 rental information and verify that the communication and physical barriers to  
4 Defendants' rental services are removed.

5 10. The named Plaintiff Club is an organization that advocates on the behalf of its  
6 members with disabilities when their civil rights and liberties have been violated.  
7 Plaintiff Club and Plaintiff Wiggins investigated Defendants' websites and apartment  
8 Property in February, 2023. The named Plaintiffs investigated Defendants apartment  
9 property and Defendants websites. Plaintiff Club member Sharon Riguer  
10 investigated the Property on the Internet websites. Additional Plaintiff Club  
11 members investigated Defendants websites and found that they did not provide equal  
12 access. The results of the research from Club Member Sharon Riguer are contained  
13 in the Exhibit B to this Complaint. Club members ascertained that Defendants'  
14 rental services at Defendants Property were not physically accessible to Plaintiff  
15 Wiggins by a Club member with a disability who went to Defendants' apartment  
16 Property, and said Club member attempted to access Defendants' on-site rental  
17 services.

18 11. Plaintiff Club diverted its time and resources from its normal purposes  
19 because of Defendants' service, policy, program and physical barriers to Defendants  
20 rental services at Defendants' websites and Property. Club personnel conducted  
21 detailed Internet searches to determine if Defendants provide large print, deaf  
22 interpreter, therapy animal, the required reasonable accommodation policy, and  
23 required reasonable modification policy. Further, the Club retained contractors to  
24 investigate said policies, to survey the property, to photograph the property, to  
25 investigate when the Property was constructed, to investigate the Property ownership  
26 and to have an access report prepared. Plaintiff Club also diverted staff to  
27

1 investigate Defendants' Internet presence to determine compliance with the FHA and  
2 ADA. Plaintiff Club also investigated Defendants' written rental materials such as  
3 brochures, rental applications and leases. Moreover, Plaintiff Club made an oral  
4 investigation to ascertain Defendants' companion animal, deaf interpreter and  
5 reasonable accommodation and reasonable modification policies. Plaintiff Club also  
6 caused a physical access consultant to be retained to survey Defendants' facility.  
7 Plaintiff Club's findings regarding Defendants' rental services and facilities were  
8 incorporated into an Access Report. The Access Report also details the known overt  
9 and obvious physical access violations at the Property, but it is not intended as an  
10 exhaustive list of existing violations. Due to these necessary activities to investigate,  
11 Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff  
12 Club suffered injury and also suffered monetary damages due to the diversion of the  
13 Club's resources from its normal purposes.

14 12. Plaintiffs allege that Defendants control, operate, and maintain web pages at  
15 different apartment websites where Defendants offer its rental services.  
16 Additionally, Defendants provide rental services at the Property.

17 13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants' on-  
18 site rental services because the websites refer to Defendants' rental services that are  
19 offered at Defendants' property. Therefore, Plaintiffs allege that the websites are also  
20 places of public accommodation. Defendants control the websites to the extent that  
21 Defendants can change the website content to make modifications to comply with  
22 the FHA and ADA. Therefore, Plaintiffs allege that Defendants can modify the  
23 content of Defendants' websites to improve access for Plaintiffs and people with  
24 disabilities.

25 14. In this case, the named Plaintiffs allege that the Defendants failed to provide a  
26 TTY number or the text messaging system for Plaintiffs and other people that are  
27

1 deaf or people with speech conditions. Plaintiff Club members have speech  
2 disabilities. Moreover, Plaintiff Club alleges that the Defendants did not modify their  
3 websites to eliminate non-readable text to allow the blind and people with low vision  
4 to use the screen reader software to access the information on the website, yet they  
5 also failed to use large print on their websites. See Exhibit B to this Complaint.  
6 Plaintiffs assert that most popular screen reader programs are called Jobs Access  
7 With Speech or “JAWS” and Apple’s VoiceOver Software. Defendants actions  
8 discriminate against Plaintiff Club, specifically Club members who have low vision  
9 disabilities. Each of the Club members above cannot use the websites controlled by  
10 the Defendants. Modifications to Defendants’ websites will not fundamentally alter  
11 the rental services provided and will also not cause an undue burden to Defendants,  
12 because the cost is less than One Thousand Dollars (\$1,000).  
13

14 15. On February 02, 2023, and on a second subsequent date, Plaintiff Club  
16 attempted to make a request to the Defendants for reasonable accommodation at the  
17 property. On February 18, 2023, the named individual Plaintiff Wiggins and  
18 Plaintiff Club emailed to the Defendants a written request for a reasonable  
19 accommodation. In February, 2023, Plaintiff Wiggins and Plaintiff Club, mailed a  
20 written request for a reasonable accommodation. Defendants failed to respond to  
21 any of Plaintiffs requests for reasonable accommodation as of the date of the filing of  
22 this Civil Complaint.

23 16. Plaintiffs are not able to access Defendants rental services due to existing  
24 overt and obvious communication and physical barriers to access Defendants’ rental  
25 services both at its online website and at Defendants’ property. Due to the overt and  
26 obvious physical barriers as alleged herein below, which are required to be removed,  
27 Plaintiffs requested that Defendants accommodate them to provide access to  
Defendants’ rental services.

17. The named Plaintiffs allege that an accommodation is also obvious when a whole group of the protected persons requires it. For example, when the public without disabilities are required to get up to a second level, the public would be very disturbed if they were required to request steps to go up to second level. When the accommodation is specific to a particular person with a disability, then that person may be required to make a request, because the accommodation is not obvious.

18. Plaintiffs allege that they are not required to make a request for reasonable accommodation and for auxiliary aids when the barriers to communication are overt and obvious. However, in the present case, Plaintiffs did make such requests for accommodation to eliminate overt and obvious barriers to its rental services communications. Plaintiffs allege that providing effective contact information for Defendants' rental services on the internet is an obvious accommodation. The general public does not need to request a contact number from the Defendant apartment owner or operator when they desire to rent a place. Defendants provide the contact number on their website. Therefore, Plaintiffs allege that Defendants are required to provide the obvious accommodation of effective communication for people that are deaf or with speech impediment on their website without a request. Defendants must make their rental services accessible without the need for a prior request. Furthermore, Defendants have a duty to remove architectural barriers and communication barriers to their rental services without request.

19. Plaintiffs allege that there is disparate treatment on the internet related to the amenities being offered to people without disabilities and people with disabilities. All the below facts and the facts stated elsewhere herein have a disparate impact on the disability community. The named Plaintiffs experienced and have knowledge of the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant operates an apartment property. The property is located at 1500 S Gramercy Pl, Los

1       Angeles, CA 90019. The property was built in 1964 and has 3 stories with 40 units.  
2       The rent is approximately: \$2,495. The internet provides a wealth of information  
3       regarding the property. The internet advertises that the property has amenities that  
4       include: Community Amenities: Laundry Facilities, Property Manager on Site,  
5       Elevator, Pool, Gated; Apartment Features: Heating, Cable Ready, Tub/Shower,  
6       Intercom, Disposal, Stainless Steel Appliances, Kitchen, Oven, Range, Refrigerator,  
7       Freezer, Hardwood Floors, Carpet, Vinyl Flooring, Crown Molding, Linen Closet,  
8       Window Coverings, Large Bedrooms, Balcony; Parking Surface Lot: 1 space,  
9       Assigned Parking, 1 Assigned Space; Application Fee \$55; Utilities Included: Water,  
10      Trash Removal; Lease Options 12 Months. The property advertises on rentcafe.com,  
11      redfin.com, apartmentfinder.com, westsiderentals.com, trulia.com, zillow.com. It is  
12      very important to know that on rentcafe.com, redfin.com, apartmentfinder.com,  
13      westsiderentals.com, trulia.com, zillow.com there is the equal housing opportunity  
14      logo. The plaintiff alleges that there is disparate treatment on the internet related to  
15      the amenities being offered to people without disabilities and people with  
16      disabilities. For example, the tow signage was not installed. The accessible parking  
17      space had an access aisle, which was not van accessible. The aisle did not have the  
18      “no parking” included in the access aisle. The office had a high threshold. There was  
19      no International Symbol of Accessibility signage. The Internet does not state the  
20      accessible amenities at all. Also, the statement the “equal housing opportunity  
21      statement” is misleading. In fact, the property is not completely accessible. All the  
22      above facts and the facts stated herein have a disparate impact on the disability  
23      community.

25      20. On Defendants’ websites, they allow the public without deafness and without  
26      speech impairments to participate by providing them with a telephone number to  
27      call. However, Plaintiff Club members that are deaf and or with speech impairments

1 are denied equal access to participate because the Defendants do not have any  
2 effective communication.

3 21. Defendants provide websites for people without disabilities to benefit from the  
4 rental services without going to the apartments to learn about the properties.  
5 However, for people with disabilities that require the access to the facility, the  
6 Defendants do not provide any information on the websites regarding if the rental  
7 services on or off the site is accessible. Moreover, the Defendants provide the  
8 telephone number for the public to call to inquire about the rental services without  
9 providing any effective alternative communications for Plaintiffs and other people  
10 that are deaf or have speech impairments.

11 22. For people without disabilities, the Defendants provide all of the information  
12 on their websites. For Plaintiffs with disabilities, Defendants require them to travel to  
13 the Property to determine if it is accessible, then require them to request the effective  
14 communication, and then thereafter to request a reasonable accommodation to the  
15 overt and obvious communication barrier. Therefore, Defendants require Plaintiffs  
16 and other people with disabilities to suffer a separate benefit.

17 23. Additionally, the named Plaintiffs are alleging photograph discrimination  
18 related to the physical access of each of the apartments within Exhibit B to this  
19 complaint. The purpose of Defendants' internet photographs is to entice perspective  
20 renters to apply online or to contact the Defendants to rent a place. Defendants'  
21 internet photographs only entice people without mobility disabilities. Defendants'  
22 internet photographs exclude any photographs of any accessible features that would  
23 aid the Plaintiffs. For example, there is no photograph of accessible parking. There  
24 are no photographs of the accessible route to the rental services at the property.  
25 There are no photographs related to the access to get into and use the rental services.  
26 There are no photographs related to the accessible route of the common area. There  
27

1 are no photographs of the accessible units. In fact, all the photographs lead a person  
2 with a mobility disability to believe that the apartments are not accessible, or that  
3 they must have someone go to the properties to make sure it is accessible. However,  
4 people without disabilities are not required to go to the Property to see if it is  
5 accessible.

6 24. Defendants websites and Defendants' rental services are not integrated for  
7 people with disabilities as required. Plaintiffs are required to request an  
8 accommodation. People without disabilities can access the websites and the rental  
9 services without any problem, but Plaintiffs and other people with disabilities are  
10 required to request for separate rental services. People with mobility conditions are  
11 not integrated when using the websites because they must go to the apartments to  
12 determine if they are accessible, but people without disabilities need only access  
13 Defendants' websites to determine they can use them. People that are blind and with  
14 low vision disabilities must request help to read the website information because the  
15 printed information is too small, but people without disabilities can access the  
16 websites without asking for help. Plaintiffs and other people with deafness or people  
17 with speech condition must ask for help calling the number on the websites, because  
18 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a  
19 texting system. Defendants discriminated against the Plaintiffs.

20 25. Plaintiff Club member went to Defendant's apartment facilities at the Property  
21 in February, 2023, and on a second subsequent date, to access the Rental Services  
22 Office. The Named Individual Plaintiff has actual knowledge of Defendants' overt  
23 and obvious physical barriers, that relate to this Plaintiff's disabilities, to Defendants'  
24 Property on-site Rental Services Office that this Named Individual Plaintiff intended  
25 to visit in February, 2023, and on a second subsequent date, but this Plaintiff was  
26 deterred from accessing Defendant's Rental Services Office located on the Property.  
27

1 Defendants provide rental information, rental applications, and other rental services  
2 on-site at the Property. Defendants' agents confirmed to the Plaintiffs that rental  
3 information, rental applications, and other rental services were available on-site at  
4 the Property. Defendants' Rental Services Office at the Property is not accessible.  
5 Defendants' path of travel from the sidewalk to the Rental Services Office is not  
6 accessible since it has step changes in level along the path. There are numerous step  
7 changes in level that must be traversed to access the main entrance to the complex.  
8 The gated main entrance door leading into the complex fails to have the required  
9 smooth and uninterrupted surface at the bottom of the door. The operating hardware  
10 on the gated main entrance door is a round knob. Defendant's callbox is located too  
11 high to be accessible. Defendants do not provide the required directional signage as  
12 to the designated path of travel from the sidewalk to Defendant's Rental Services  
13 Office. Defendant's Rental Services Office entrance is not accessible due to a  
14 significant step change in level at the Rental Services Office door threshold that is  
15 not beveled or ramped. The Rental Services Office door fails to have the required  
16 strike edge clearance and smooth and level landing of sufficient dimensions. The  
17 Rental Services Office door fails to have the required smooth and uninterrupted  
18 surface at the bottom of the door. Defendant's Rental Services Office entry door  
19 operating hardware is a round knob. Additionally, the document drop box at the  
20 Rental Services Office door is mounted too high to be accessible. The Named  
21 Individual Plaintiff has mobility disabilities and these step changes in level and the  
22 other stated issues cause the path of travel and the Rental Services Office entry to be  
23 not accessible. Defendants failed to provide any directional signage indicating an  
24 alternate accessible path of travel to the Rental Services Office. Defendants failed to  
25 provide the required fully compliant van accessible disabled parking for the Rental  
26 Services Office. Defendants failed to provide a dimensionally compliant van  
27

1 accessible disabled parking space and disabled parking access aisle, the required  
2 disabled parking signage, including tow away signage, fine signage, ground  
3 markings, and failed to locate said parking on a level surface and nearest the Rental  
4 Services Office. Defendants also failed to provide compliant tow away signage. The  
5 Named Individual Plaintiff requires the use of a compliant van accessible disabled  
6 parking space to safely exit and re-enter the vehicle. Defendants' failure to provide  
7 the required compliant disabled parking, disabled parking access aisle, disabled  
8 parking disability signage, access aisle, and disability ground markings, such that the  
9 Named Individual Plaintiff is not able to safely park at Defendants' establishment  
10 since the individual Plaintiff may be precluded from exiting or re-entering the  
11 vehicle if the disabled parking and disabled parking signage is not present and others  
12 park improperly. Additionally, Defendants failed to provide the required accessible  
13 path of travel from the parking area to the Rental Services Office since the existing  
14 path of travel has step changes in level. Additionally, Defendants overt and obvious  
15 communication barriers were also present at the Rental Services Office in February,  
16 2023, and on a second subsequent date. Defendants failed to provide any method of  
17 text communication with their Rental Services Office and failed to publish any  
18 information as to how to initiate text communication contact. The Named Individual  
19 Plaintiff had actual knowledge of these barriers at Defendants' Property that Plaintiff  
20 intended to visit, and the Named Individual Plaintiff was deterred from accessing  
21 Defendants' Rental Services Office at the Property again in February, 2023. See  
22 Property photos in Exhibit B and Exhibit C.

23  
24 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that  
25 Defendants' rental services at Defendants' property and Defendants' websites are  
26 fully accessible to Plaintiff Club's members, the named Individual Plaintiff, and  
27 other people with disabilities. Plaintiff Club, its Club members, and the named

1 Individual Plaintiff all have actual knowledge of Defendants' discriminatory  
2 conditions, and they are currently deterred from attempting further access until the  
3 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to  
4 return to Defendants' Property and Defendants websites at the end of this action to  
5 obtain rental services, and to verify that the communication and architectural barriers  
6 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff  
7 Club has numerous members residing near Defendants Property. Plaintiff Club's  
8 members have actual knowledge of the discriminatory conditions as alleged herein  
9 when the Plaintiff Club investigated the Property and the rental services and  
10 determined that the Club members would not be able to use the rental services due to  
11 the discriminatory conditions. Therefore, Plaintiff Club members were and are  
12 deterred from visiting the properties. Plaintiff Members were not required to  
13 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*  
14 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of  
15 Plaintiff Cub did visit and attempt to access Defendants' rental services at  
16 Defendants' Property. Plaintiff Club and the individual Plaintiff have specific plans  
17 to visit at the conclusion of this case to obtain rental information and to verify the  
18 Defendants ceased its discriminatory conduct by removing communication and  
19 physical barriers to access to the rental services.  
20

21  
22 **FIRST CAUSE OF ACTION: DISCRIMINATORY PRACTICES IN**  
23 **HOUSING ACCOMMODATIONS – FAIR HOUSING ACT CLAIMS**

24 27. FHA Standing:

25 Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this  
26 complaint, Defendants discriminated against Plaintiffs in violation of FHA sections §  
27 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present  
28

1 named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and  
 2 named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and  
 3 other relief as hereinafter stated. The Federal Fair Housing Act applies to  
 4 Defendants' apartment complex since it has more than 4 residential units. FHA  
 5 standing is substantially broader than standing under the ADA due to the critically  
 6 important need of adequate availability of housing for the disabled. A potential  
 7 plaintiff is not even required to have an interest in renting a particular property or  
 8 dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358  
 9 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act  
 10 claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination,  
 11 whether or not the target of the discrimination, can sue to recover for his or her own  
 12 injury. *See Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364,  
 13 34 L.Ed.2d 415 (1972). "This is true, for example, even where no housing has  
 14 actually been denied to persons protected under the Act." *San Pedro Hotel v City of*  
 15 *Los Angeles*, 159 F.3d 470, 474-475 (9<sup>th</sup> Cir 1998). In the present case, the named  
 16 Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants,  
 17 and that the named Plaintiffs suffered monetary and other damages as a result. The  
 18 named Plaintiffs seek injunctive relief as well as damages, both of which are  
 19 available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that  
 20 prospective injunctive relief was not available to Plaintiffs due to mootness or  
 21 otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover  
 22 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9<sup>th</sup>  
 23 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three  
 24 Thousand (3000) miles away and her injunctive claims became moot. However,  
 25 Plaintiff's claim for damages survived and was not affected]. In the present case,  
 26 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the  
 27 above Ninth Circuit *Harris* court authority makes it clear that those prudential  
 28

1 standing requirements for injunctive relief are not applicable to Plaintiffs FHA  
 2 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if  
 3 prospective injunctive relief is not available. The present Plaintiff Club has  
 4 organization standing separately on its own under the FHA. Additionally, under the  
 5 FHA, Plaintiff Club has associational standing to assert its Club member claims  
 6 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff  
 7 Club and the named Individual Plaintiff have standing with respect to the following  
 8 FHA claims.

9

10 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A  
 11 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To  
 12 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

13 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this  
 14 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of  
 15 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or  
 16 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter  
 17 because of a handicap of (A) that buyer or renter; (B) a person residing in or  
 18 intending to reside in that dwelling after it is so sold, rented, or made available; or...  
 19 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*  
 20 v *Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory  
 21 scheme permits disparate impact claims, and those type of claims do not require  
 22 intent]. due to Defendants' communication and architectural barriers, Defendants  
 23 discriminated against Plaintiffs by failing to have a policy, practice, or method for  
 24 Plaintiffs to make a reasonable accommodation request for equal access to their  
 25 rental services on their website or at the Property. Defendants have an affirmative  
 26 duty to have a policy, process to receive such accommodation requests and to  
 27 respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d 1143 (9<sup>th</sup> Cir.  
 28

1 2003). As a result, Defendant caused Plaintiffs to suffer disparate impact  
2 discrimination.  
3

4 CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair  
5 Housing Act And California Fair Employment And Housing Act

6 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this  
7 complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA  
8 section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to  
9 engage in a good-faith interactive process to determine and to implement effective  
10 reasonable accommodations so that Plaintiffs could gain equal access Defendants'  
11 rental services, to apply for a lease, or to allow Plaintiffs to access Defendants' rental  
12 services and apartments.

13 CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)

14 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this  
15 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of  
16 this FHA section § 3604(f)(2). This FHA section states "it shall be unlawful to  
17 discriminate against any person in the terms, conditions, or privileges of sale or  
18 rental of a dwelling, or in the provision of services or facilities in connection with  
19 such dwelling". Plaintiffs more specific factual basis for this claim is set forth  
20 above at ¶¶23-26 above. As previously stated, the named Individual Plaintiff was a  
21 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the  
22 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant's rental  
23 services located on the Property are "services" in connection with the rental of a  
24 dwelling and the on-site rental services provided at the property fall within the FHA  
25 statute. In the instant case, the named Plaintiffs both assert that Defendant's failure  
26 to remove communication and architectural barriers to permit access to Defendant's  
27 on-site rental services contained is a separate, independent, actionable violation of  
28

1 this FHA section § 3604(f)(2), even without reference to the ADA as a predicate.  
2 Plaintiffs have alleged that Defendants' Property has overt and obvious physical  
3 barriers to access its rental services provided at the property. See ¶¶25 -26. The 9<sup>th</sup>  
4 Circuit *Smith* court stated that the mere observation of overt architectural barriers is  
5 actionable. *Smith* at 1104 [“To read an additional standing requirement into the  
6 statute beyond mere observation, however, ignores that many overtly discriminatory  
7 conditions, for example, lack of a ramped entryway, prohibit a disabled individual  
8 from forming the requisite intent or actual interest in renting or buying *for the very*  
9 *reason* that architectural barriers prevent them from viewing the whole property in  
10 the first instance” (emphasis in original)]. The *Smith* court found Defendants liable  
11 under this FHA subsection even though that case did not involve ADA Title III  
12 claims. However, Plaintiffs did not just allege that Plaintiff Club observed  
13 Defendant's overt architectural barriers, but Plaintiffs alleged that a Plaintiff Club  
14 member experienced the barriers, that the named Individual Plaintiff had actual  
15 knowledge of Defendants' communication and architectural barriers and Plaintiff  
16 Wiggins was deterred from obtaining equal access to Defendant's rental services  
17 located thereon. Defendants also discriminated against Plaintiffs by failing to  
18 modify its practices and policies to provide access via other methods of access to its  
19 rental services at the property. Defendant's failure to remove the architectural and  
20 communication barriers to access its rental services and facilities, or to provide an  
21 accommodation to provide methods of alternate access to the facility providing rental  
22 services constitutes the prohibited discrimination, separately and independently.  
23 Additionally, Defendant's conduct is also prohibited under ADA Title III and  
24 constitutes a second, separate, independent source of discrimination against Plaintiffs  
25 in violation of FHA § 3604(f)(2). Since Defendants discriminatory conduct involves  
26 Defendants' rental facilities and its rental services, Plaintiffs assert any  
27 discriminatory conduct found in violation of ADA Title III also constitutes  
28

1 prohibited “discrimination” under FHA § 3604(f)(2).

2 CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)

3 31. Plaintiffs do not make any claim against Defendants for a failure to “design  
4 and construct” pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26  
5 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by  
6 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires  
7 that “....[f]or the purposes of this subsection, discrimination includes-- (B) a refusal  
8 to make reasonable accommodations in rules, policies, practices, or services, when  
9 such accommodations may be necessary to afford such person equal opportunity to  
10 use and enjoy a dwelling...” 42 § 3604(f)(3)(B). See also *Giebeler v. M & B*  
11 *Associates*, 343 F.3d 1143 (9<sup>th</sup> Cir 2003). Defendants improperly refused Plaintiffs’  
12 repeated written and other requests for an accommodation to have equal access to its  
13 rental services.

14 CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA

15 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and  
16 elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer  
17 the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with  
18 respect to its notices, statements, and advertisements (“NSA”). Plaintiffs allege that  
19 Defendants discriminated against them when Defendants made, printed, or  
20 published, or caused to be made printed, or published notices, statements, or  
21 advertisements (“NSA”) that suggest to an ordinary reader a preference to attract  
22 tenants without disabilities. Defendants' Internet advertising regarding its rental  
23 services has an unlawful disparate impact on Plaintiffs.

25 SECOND CAUSE OF ACTION : Violation of California Fair Housing Act

26 33. Failure to Provide Obvious Reasonable Accommodation and Modification:

1 Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and  
 2 elsewhere in this complaint, Plaintiffs allege that Defendants refused to make  
 3 reasonable accommodations in rules, policies, practices, or services in violation of  
 4 CA Government Code sections 12927 and 12955.2, when these accommodations  
 5 may be necessary to afford a disabled person equal opportunity to use and enjoy  
 6 Defendants' rental services. As stated in detail above, Defendants refused to make  
 7 reasonable accommodations with the instant Plaintiffs and discriminated against each  
 8 of them on the basis of disability.

10 THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- Claims Under  
 11 The Americans With Disabilities Act Of 1990

12 34. ADA Standing:

13 ADA Title III does cover public and common use areas at housing  
 14 developments when these public areas are, by their nature, open to the general  
 15 public. An office providing rental services is open to the general public. (See U.S.  
 16 Department of Justice - ADA Title III Technical Assistance Section III-1.2000,  
 17 Illustration 3, rental office covered). The parking and paths of travel to the rental  
 18 office are also covered. See Section III-1.2000, ADA Title III Technical Assistance  
 19 Manual, <http://www.ada.gov/taman3.html> (“ILLUSTRATION 3: A private  
 20 residential apartment complex contains a rental office. The rental office is a place of  
 21 public accommodation”). See *Kalani v Castle Village, LLC*, 14 F.Supp.3d 1359,  
 22 1371 (E.D.Cal, 2014) [ citing *Johnson v. Laura Dawn Apartments, LLC*, 2012 WL  
 23 33040 at \*1 n. 1 (E.D.Cal.2012) (Hollows, M.J.) (“[t]he leasing office of an  
 24 apartment is a place of public accommodation.] . In the present case, the named  
 25 Plaintiffs have sufficiently alleged that Defendants provide rental services at the  
 26 Property. Following prior sister Circuit Courts of Appeals decisions, our Ninth  
 27 Circuit Court very recently held that an ADA Plaintiff can be only a “tester” and  
 28

have standing. See *Civil Rights Education & Enforcement Center v. Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017) [the Ninth Circuit CREEC court held (1) ADA “tester” standing is valid and a Plaintiff’s motivation for visit is “irrelevant”, and (2) an ADA “deterrent effect doctrine” claim does not require a Plaintiff to have a personal encounter with the barrier to equal access, only to have knowledge of the barrier] citing *Havens Realty Corp. v. Coleman*, 455 U.S. 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific Properties and Development Corp.*, 358 F.3d 1097, 1102-1104 (9th Cir 2004); *Chapman v. Pier 1 Imports (U.S.) Inc.*, 631 F.3d 939 (9<sup>th</sup> Cir 2011, en banc); *Houston v. Marod Supermarkets, Inc.*, 733 F.3d 1323, 1335–37 (11th Cir. 2013); *Colo. Cross Disability Coal. v. Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11 (10th Cir. 2014). In the present case, the named Plaintiffs each have ADA standing. Plaintiffs have alleged that Defendants discriminated against Plaintiffs in violation of ADA Title III statutes and regulations as detailed further in the ADA claims stated below. As a result, the named Plaintiffs have each suffered injury and each seek only injunctive and declaratory relief pursuant to their ADA Claims.

#### **CLAIM I: Auxiliary Aids – Failure To Effectively Communicate**

35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that Defendants violated said provision. Plaintiffs set forth the factual basis for this claim most

1 specifically at ¶¶ 13 -14, 16-24 above. The ADA “applies to the services of a place  
 2 of public accommodation, not services *in* a place of public accommodation. To limit  
 3 the ADA to discrimination in the provision of services occurring on the premises of a  
 4 public accommodation would contradict the plain language of the statute.” Nat'l  
 5 Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)  
 6 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d  
 7 1104, 1115 (9th Cir. 2000) [holding that “whatever goods or services the place  
 8 provides, it cannot discriminate on the basis of disability in providing enjoyment of  
 9 those goods and services”]). An ADA plaintiff may challenge a business’ online  
 10 offerings as well. So long as there is a “nexus”—that is, “some connection between  
 11 the good or service complained of and an actual physical place”—a plaintiff may  
 12 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*  
 13 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at \*4 (C.D. Cal. June 15, 2017) [Case:  
 14 CV 17-1131-JFW (SKx)]. The ADA requires the Defendants to provide effective  
 15 communication to the instant Plaintiffs and to people with disabilities. In the  
 16 present case, Plaintiffs experienced and have knowledge that Defendants failed to  
 17 have a required procedure to provide effective communication. Plaintiffs allege that  
 18 Defendants failed to train their staff on the way to use the auxiliary aids. Defendants  
 19 did not provide any auxiliary aid and the Defendants did not provide any reasonable  
 20 accommodation to the overt and obvious communication barriers, and failed to  
 21 respond to Plaintiffs’ requests for accommodation. Plaintiffs are not demanding that  
 22 Defendants provide a specific reasonable accommodation or a specific auxiliary aid.  
 23 ADA law allows the Defendants to decide what auxiliary aid and reasonable  
 24 accommodation will be provided. In this case, however, Defendants failed to  
 25 provide any reasonable accommodation for the overt and obvious communication  
 26 barriers to equal access to their rental services, failed to provide any auxiliary aid,  
 27

1 and failed to provide any effective communication. Plaintiffs allege that Defendants' 2 websites provide a contact number for the general public, but Defendants failed to 3 provide Plaintiffs with the required effective communication using texting or other 4 alternate means of communication for Plaintiffs and other people with a deaf 5 condition or a speech condition. Defendants' conduct discriminates against Plaintiff 6 Club's members that have hearing disabilities and Club's members with speech 7 disabilities. Defendants are required to provide, on Defendants' websites, to provide 8 a method to effectively communicate with Plaintiff Club members that have hearing 9 and speech disabilities, and other people that are deaf or have speech impairments.

11 **CLAIM II: Denial of Participation**

12 36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to  
13 subject an individual or class of individuals on the basis of a disability or disabilities  
14 of such individual or class, directly, or through contractual, licensing, or other  
15 arrangements, to a denial of the opportunity of the individual or class to participate in  
16 or benefit from the goods, services, facilities, privileges, advantages, or  
17 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and  
18 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that  
19 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim  
20 most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in  
21 violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.

23 **CLAIM III: Participation in Unequal Benefit**

24 37. Defendants provide unequal benefit for people with disabilities in violation of  
25 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts  
26 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,  
27 believe, and thereon allege that Defendants discriminated against Plaintiffs in

1 violation of said provision. Plaintiffs set forth the factual basis for this claim most  
2 specifically at ¶¶ 20-24 above.  
3

4 **CLAIM IV: Separate Benefit**

5 38. Defendants' photographs discriminate against Plaintiffs in violation of 42  
United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts  
6 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,  
7 believe, and thereon allege that Defendants discriminated against Plaintiffs in  
8 violation of said provision. Plaintiffs set forth the factual basis for this claim most  
9 specifically at ¶¶ 20-24 above.  
10

11 **CLAIM V: Integrated Settings**

12 39. Defendants' rental services are not integrated for Plaintiffs and people with  
disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. §  
13 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,  
14 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated  
15 against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis  
16 for this claim most specifically at ¶¶ 20-24 above.  
17

18 **CLAIM VI: Failure To Modify Practices, Policies And Procedures**

19 40. Defendants failed and refused to provide a reasonable alternative by  
modifying its practices, policies, and procedures in that they failed to have a scheme,  
20 plan, or design to accommodate Plaintiff Club, its Club members, the individual  
21 named Plaintiff, and/or others similarly situated in utilizing Defendants' rental  
22 services, at its websites and its rental services at the Property, in violation of 42  
23 United States Code 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts  
24 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,  
25 believe, and thereon allege that Defendants discriminated against Plaintiffs in  
26 violation of said provision. Plaintiffs set forth the factual basis for this claim most  
27

1 specifically at ¶¶ 18-26 above.

2 **CLAIM VII: Failure To Remove Architectural And Communication Barriers**

3 41. Plaintiffs allege that Defendants failed to remove architectural barrier and  
4 communication barriers as required in violation of 42 United States Code  
5 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26  
6 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon  
7 allege that Defendants discriminated against the named Individual Plaintiff in  
8 violation of said provision. Plaintiffs set forth the factual basis for this claim most  
9 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally  
10 reviewed all the information and photographs of Defendants' property. As a result,  
11 the named Individual Plaintiff has actual knowledge of the physical and  
12 communication barriers that exist at Defendants' Property. The named Individual  
13 Plaintiff determined that the physical barriers that exist at Defendants' property,  
14 directly relate to his disabilities, and make it impossible or extremely difficult for  
15 him to physically access Defendants' on-site rental services at the Property. The  
16 named Individual Plaintiff was deterred by his actual knowledge of the physical and  
17 communication barriers that exist at Defendants' Property which include, but are not  
18 limited to, the barriers to facilities for disabled parking, paths of travel to the rental  
19 services, since said Defendants' facilities were not accessible because they failed to  
20 comply with the Federal ADA Accessibility Guidelines ("ADAAG") and California's  
21 Title 24 Building Code Requirements. See ¶¶ 25 for details. The named Individual  
22 Plaintiff had actual knowledge of these barriers and determined that it would be  
23 futile gesture for him to go to the Property on the date that he had originally  
24 intended. The named Individual Plaintiff is currently deterred from returning due to  
25 his knowledge of the barriers. At the end of this action, the named Individual  
26 Plaintiff intends to return to Defendants' property and websites to obtain rental  
27 information and verify that the communication and physical barriers to Defendants'  
28

1 rental services are removed. Defendants failure to remove the barriers to equal  
2 access constitutes discrimination against the named Individual Plaintiff.

3 **CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable**

4 42. Defendants are required to make alterations to their facilities in such a manner  
5 that, to the maximum extent feasible, the altered portions of the facility are readily  
6 accessible to and usable by individuals with disabilities, including individuals who  
7 use wheelchairs pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8  
8 - 26 above and elsewhere in this complaint, the named Plaintiffs are informed,  
9 believe, and thereon allege that Defendants violated this provision. Plaintiffs allege  
10 that Defendants altered their facility in a manner that affects or could affect the  
11 usability of the facility or a part of the facility after January 26, 1992. In performing  
12 the alteration, Plaintiffs allege that Defendants failed to make the alteration in such a  
13 manner that, to the maximum extent feasible, the altered portions of the facility are  
14 readily accessible to and usable by individuals with disabilities, including individuals  
15 who use wheelchairs, in violation of 42 U.S.C. §12183(a)(2).

16 **CLAIM IX: Administrative Methods**

17 43. Plaintiffs are informed, believe, and thereon allege that Defendants contract  
18 with website providers without making sure that the websites will be accessible to  
19 people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42  
20 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this  
21 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants  
22 discriminated against the named Individual Plaintiff in violation of said provision.  
23 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶18-26 above.

24 **CLAIM X: Screen Out**

25 44. Plaintiffs are informed, believe, and thereon allege that Defendants screened  
26 out Plaintiffs and other people with disabilities in violation of 42 United States Code  
27

1 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26  
 2 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon  
 3 allege that Defendants discriminated against the named Plaintiffs in violation of said  
 4 provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8  
 5 - 26 above. Defendants screened out the named Plaintiffs from its rental services and  
 6 processes, because Defendants failed to remove architectural and communication  
 7 barriers to its website and property where rental services are provided, failed to  
 8 provide required effective alternate communication methods, and failed to provide  
 9 required auxiliary aids.

10 **CLAIM XI: Denial Of Full And Equal Access**

11 45. Defendants are required to provide full and equal access to Defendants' rental  
 12 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42  
 13 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶  
 14 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and  
 15 thereon allege that Defendants discriminated against the named Plaintiffs in violation  
 16 of said provision. Plaintiffs set forth the factual basis for this claim most specifically  
 17 at ¶¶ 8 - 26 above.

19 **CLAIM XII: Failure To Investigate And Maintain Accessible Features**

20 46. Defendants made repairs and administrative changes which violated ADA and  
 21 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible  
 22 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,  
 23 Defendants failed to provide and then maintain any accessible features in its parking,  
 24 path of travel, property rental services and website rental services. Plaintiffs are  
 25 informed, believe, and thereon allege that Defendants discriminated against the  
 26 named Plaintiffs in violation of this provision.

1 CLAIM XIII: **Association**

2  
3 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,  
Plaintiffs are informed, believe, and thereon allege that Defendants discriminated  
5 against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)

6 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

7 FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED  
8 PLAINTIFF AGAINST ALL DEFENDANTS - **CLAIMS UNDER CALIFORNIA**  
9 **ACCESSIBILITY LAWS**

10 CLAIM I: **Denial Of Full And Equal Access**

11 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the  
12 named Individual Plaintiff was denied full and equal access to Defendants' goods.  
13 services, facilities, privileges, advantages, or accommodations within a public  
14 accommodation owned, leased, and/or operated by Defendants as required by Civil  
15 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at  
16 18-28 above.

17 CLAIM II: **Failure To Modify Practices, Policies And Procedures**

18 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,  
19 the named Individual Plaintiff was denied full and equal access to Defendants' goods.  
20 Defendants failed and refused to provide a reasonable alternative by modifying its  
21 practices, policies, and procedures in that they failed to have a scheme, plan, or  
22 design to assist Plaintiff Members and/or others similarly situated in entering and  
23 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for  
24 this claim is at 18-28 above.

25 CLAIM III: **Violation Of The Unruh Act**

26 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,  
27 the individual, the named Individual Plaintiff was denied full and equal access to  
28

1 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically  
 2 failing to comply with Civil Code §51(f). Defendants' facility violated state  
 3 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible  
 4 Building Code by failing to provide equal access to Defendants' facilities.  
 5 Defendants did and continue to discriminate against Plaintiff Members in violation  
 6 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

7                   **Treble Damages Pursuant To California Accessibility Laws**

8 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,  
 9 only the named Individual Plaintiff prays for an award of treble damages against  
 10 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and  
 11 54.3(a). Defendants, each of them respectively, at times prior to and including the  
 12 day the named Individual Plaintiff attempted patronized Defendants' facilities and  
 13 rental services, and continuing to the present time, knew that persons with physical  
 14 disabilities were denied their rights of equal access. Despite such knowledge,  
 15 Defendants, and each of them, failed and refused to take steps to comply with the  
 16 applicable access statutes; and despite knowledge of the resulting problems and  
 17 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,  
 18 and each of them, have failed and refused to take action to grant full and equal access  
 19 to the individual Plaintiff in the respects complained of hereinabove. Defendants,  
 20 and each of them, have carried out a course of conduct of refusing to respond to, or  
 21 correct complaints about, denial of disabled access and have refused to comply with  
 22 their legal obligations to make Defendants' public accommodation facilities and  
 23 rental services accessible pursuant to the ADAAG and Title 24 of the California  
 24 Code of Regulations (also known as the California Building Code). Such actions  
 25 and continuing course of conduct by Defendants in conscious disregard of the rights  
 26 and/or safety of the named Individual Plaintiff justify an award of treble damages  
 27 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

## **DEMAND FOR JUDGMENT FOR RELIEF:**

A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request this court to enjoin Defendants to cease their discriminatory practices in housing rental services, rental housing management services, and for Defendants to implement written policies and methods to respond to reasonable accommodation and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs request this Court enjoin Defendants to remove all barriers to equal access to the disabled Plaintiffs in, at, or on their facilities, including but not limited to architectural and communicative barriers in the provision of Defendants' rental services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do not seek any relief at all pursuant to Cal. Civil Code §55.

B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c). However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek damages on behalf of its members;

C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant to Cal. Civil Code §§ 52 or 54.3;

D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code § 51, pursuant to Munson v. Del Taco, (June 2009) *46 Cal. 4th* 661;

E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code § 54.1;

F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42

1 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;

2 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.  
3 Civil Code §§ 52(a) or 54.3(a);

4 H. The named Plaintiffs are seeking perspective injunctive relief to require the  
5 Defendants to provide obvious reasonable accommodations, to provide the required  
6 auxiliary aids and to modify Defendants' procedures, practices, and policies of the  
7 Defendants in the provision of Defendants' rental services. Without perspective  
8 relief the Plaintiffs will suffer future harm.

9 I. All named Plaintiffs seek a Jury Trial and;

10 J. For such other further relief as the court deems proper.

11 Respectfully submitted:

13 LIGHTNING LAW, APC

14 Dated: February 23, 2023

15 By: /s/David C. Wakefield  
16 DAVID C. WAKEFIELD, ESQ.  
17 Attorney for Plaintiffs